

**AGREEMENT BETWEEN**

**ASSOCIATED GENERAL CONTRACTORS OF MISSOURI**

**AND**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS**  
**AND ITS AFFILIATED LOCAL UNIONS IN**  
**THE STATE OF MISSOURI**

**MAY 1, 2002**  
**TO**  
**APRIL 30, 2006**

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## AGREEMENT

Section 1. This Agreement is entered into this 1st day of May, 2002 between the Associated General Contractors of Missouri (AGC) acting as bargaining representative on behalf of those of its members and other Contractors (hereinafter referred to as "Employer" or "Contractor") who individually ratify and sign this Agreement or a facsimile thereof and the

United Brotherhood of Carpenters and Joiners and Its Affiliated Local Unions in the State of Missouri.

Section 2. It is understood that the AGC in no event shall be bound as principal or held liable in any manner for any breach of this contract by any of the Employers bound by this Agreement.

Section 3. It is further agreed and understood that the liabilities of the Employers signing this contract shall be several, and not joint. It is further understood that the liabilities of the Unions signing this contract shall be several and not joint.

Section 4. It is agreed that the United Brotherhood of Carpenters and Joiners, its respective District Councils, Local Unions, and their officers, representatives and agents, shall not be liable for violations of this Agreement by its local unions, and that the Employers signing this Agreement shall not be liable for actions of the AGC.

### ARTICLE I Purpose

1.1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt orderly measures for the settlement of differences, thereby promoting harmonious labor relations that will benefit the industry.

1.2. It is mutually understood that the following terms and conditions relating to the employment of Carpenters covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the terms of this Agreement and any renewal thereof.

1.3. The Union signing this Agreement will be the sole bargaining representative for all Carpenters employed on work covered by this Agreement.

1.4. If the local unions signatory to this Agreement make any agreement with any other Employer containing terms or conditions, which are more favorable to such other Employer than those provided herein, then those terms and conditions shall be immediately incorporated into this Agreement and shall replace and supersede original terms that may conflict.

### ARTICLE II Definition and Scope

2.1. This Agreement shall cover all work, as defined in this Agreement, throughout the entire State of Missouri, except St. Louis City, St. Louis County, Jackson County, Clay County, Platte County, Ray County and Cass County. The Unions agree that any Employer who is a party to this Agreement shall have the privilege, and shall operate under the existing labor agreements, or extensions thereof, which exist in the above described excepted areas, providing they accept and sign such agreements, and which agreements are as follows:

- (A) In St. Louis City and St. Louis County: the existing agreement between the Associated General Contractors of St. Louis and The St. Louis District Council, United Brotherhood of Carpenters and Joiners.
- (B) In Jackson County, Cass County, Clay County, Platte County, and Ray County: existing agreements or agreements adopted by and between the Builders' Association of Missouri and United Brotherhood of Carpenters and Joiners, Kansas City District Council.

2.2. It is understood, however, the provisions of this Article are not intended as an adoption of any illegal contractual provisions or practices existing in said areas, if any do exist. On the contrary, the parties to this instrument agree that if there is any conflict between this Agreement and the agreements or other practices in said other areas relating to hire or tenure of employment or any term or condition of employment which may encourage or discourage membership in any labor organization, then, in that event, the provisions of this Agreement shall prevail.

2.3. If charters are granted in the International Union to additional local unions within a District Council in the State of Missouri subsequent to the effective date of this Agreement, then this Agreement shall be binding on such newly chartered locals.

2.4. The word "work" when used in this Agreement means all private and public construction, including millwright work, federal and non-federal, performed in this state with the exception of building construction, for the reason that building construction is separate and distinct from all classes of work covered by this Agreement, in respect to the terms and conditions of employment and the nature of the work as well as the class and skill of the workmen required. Building construction is hereby defined to include building structures, including modifications thereof or addition or repairs thereto, intended for use for shelter, protection, comfort, or convenience except as follows:

- A. There are structures which may be building or heavy construction at the election of the Employer. Some examples of these structures are: water or sewage treatment facilities, raw water intake or outfall structures, pumping stations (sewage and storm).
- B. The preparation, grading, and improvement of the property or site and the excavation for the foundations shall be covered by this Agreement in all areas of the state. The work covered by this Agreement shall include, but shall not be restricted to, all work performed in the construction of streets and highways, airports, utilities, river and harbor work, flood control, levees, dams, pile driving, railroad and heavy construction and appurtenances, and pile dike and revetment work on streams in, and along the border of Missouri.

In the counties of St. Charles, Jefferson, and Franklin, the carpenter rate of pay on sewage treatment structures shall be whichever is the highest of either the building agreement or this Agreement.

2.5. In case of any dispute as to whether or not certain work is highway or heavy construction and thus covered by this Agreement or building construction, and therefore not covered by this Agreement, the parties hereto agree to submit such dispute to the grievance procedure established in this Agreement, and be mutually bound by the final results of such procedure.

2.6. This Agreement covers the Employer's asphalt plants if covered by an enforceable prevailing wage determination, and the Employer's operations on the job site, not to include permanent facilities nor the Employer's home office facilities of whatever nature, but shall not include professional engineers, superintendents, engineering or clerical employees, guards, watchmen or timekeepers.

### **ARTICLE III**

#### **General**

3.1. The term "Employer" shall mean any person, individual, corporation, or group of persons or individuals who employ men to work for them.

3.2. Carpenters are to be paid the wages applicable to the work performed, and in return the Employers are to receive a fair and honest day's work without any slowing down or stoppage of work. There shall be no limitations as to the amount of work a man shall perform during his working day.

3.3. There shall be no restrictions of the use of machinery, tools, equipment, appliances, or method of construction.

3.4. There shall be no restrictions of the use of any raw or manufactured materials or equipment, except prison made.

3.5. The foreman shall be the agent of the Employer.

3.6. The Employer may discharge any Carpenter whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer or this Agreement for the health, safety, and protection of his Carpenters. The Employer agrees to participate in the safety program of the Associated General Contractors of Missouri.

3.7. The Employer shall provide Workmen's Compensation insurance against injury and occupational disease and Unemployment Compensation protection for all employees even though not required to do so by Missouri state law.

### **ARTICLE IV**

#### **Hiring Procedure and Transfer of Employees**

4.1. The Employers, recognizing that the Unions operate and maintain the only centralized sources of skilled manpower available to the construction industry within the State of Missouri and that the Union, in order to properly represent the workmen must be notified of all manpower needs of and employment opportunities with the Employers both before the job begins and throughout its progress, agree as follows:

A. Before starting work on any job of one million dollars (\$1,000,000) or over, either party may request a pre-job conference either on the job site or at some other mutually agreed upon place. The names of all subcontractors shall be furnished to the Union at such conference if known by the contractor at that time; and in any event the names of such subcontractors shall be furnished to the Union before said subcontractors shall commence work. The Employer will then outline his initial and prospective manpower requirements in all the various crafts and classifications, and the Union will inform the Employer of the probable number and qualification of the men they will have available to meet the Employer's requirements. On projects of less than one million dollars

(\$1,000,000) the Employer shall notify the Union, having jurisdiction on the project; prior to commencing work of manpower requirements and subcontractors who will be on the project.

B. The Employer will, when requesting referrals from the local union (1) specify the number of employees required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed; and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

C. Subject only to the rights of the Employer to employ and transfer men under Section 2 of this Article, the Employer shall not employ workmen, either to start a new job or to replace a workman or fill a new position on a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job or jobs available. The Employer shall not request the referral of more men than the number of available jobs. If he does so, those men referred but not employed shall be reimbursed in the amount of two (2) hours' pay for the job they were referred to do. The Union shall fill the Employer's request for men qualified to perform work involved as soon as possible.

D. If the Union fails for any reason to refer applicants within twenty-four (24) hours, the Employer may secure such workmen from any source available to him.

E. The Employer shall have the right to accept or reject any applicant for employment.

F. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

G. Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualification, skill, or the Employer's preference regardless of the employee's place on the out-of-work list. The local Union shall refer workmen called for by name if such workmen are properly registered and available and have been previously laid off or terminated in the area covered by this Agreement or covered by the Agreements of the Builders' Association of Missouri or the Associated General Contractors of St. Louis.

4.2. The Unions, recognizing that the success and efficiency of every Contractor organization in the construction industry depends in large measure on the availability to them of certain men who are skilled in the various crafts and classifications, and who have known abilities to work in harmony and help organize an efficient crew, agree as follows:

A. Without regard for any of the limitations imposed by the preceding Section 1 of this Article, the Employer may bring in to any job from any place or Union jurisdiction the first and all other odd numbers of the crew.

B. There shall be no restrictions on the transfer of men from one job site to another within the jurisdictional area of the same Carpenter District Council or the same local Union where no Council has jurisdiction.

4.3. In order that the Employers may be properly advised of the persons and/or offices to be notified by the Employer desiring to arrange pre-job conferences or to request a referral of applicants the Unions will promptly furnish to the office of the Associated General Contractors of Missouri a list of such persons and offices showing the territorial jurisdiction of each, office telephone number, and home telephone numbers of the Union agents involved. The Unions will keep these lists revised as necessary.

#### **ARTICLE V Union Security**

5.1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues to the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

5.2. The Union agrees to indemnify the Employer and hold the Employer harmless from any final determination of liability to any employee by reason of the discharge of such employee, if such discharge was caused and effected by a request by the Unions as provided for in the preceding paragraph of this Agreement. At a written request from the Union for an individual employee's date of starting of employment, the Employer agrees to give in writing to the Union the employee's starting date. The Union shall not be obligated to indemnify the Employer for any injuries or costs incurred which may be the result of erroneous information provided by the Employer, nor shall it be required to pay the costs of defending claims which are ultimately found to be without merit or justification.

5.3. The Employer shall at all times be the sole judge as to the work to be performed, and shall furthermore determine whether such performance is, or is not, satisfactory.

5.4. The Employer shall employ and use all means of safety for protection of the workmen in compliance with all safety regulations and in accordance with the law.

#### **ARTICLE VI Working Conditions**

6.1. The number of men to be employed is at the sole discretion of the Employer. The fact that certain classifications and rates are established does not mean that the Employer must employ carpenters for any one or all such classifications, unless, in the opinion of the Employer, there is such need for such a carpenter.

6.2. Any employee may be shifted by the Employer from one classification of work to another classification of work, provided the Carpenter is capable of performing the other work and is paid the rate of wages for the classification which provides the higher wage rate.

6.3. In order to insure composite operation, the Employer may establish a composite crew whose function is to perform necessary work on the job site.

- A. If established, such crew will consist of the crafts in such proportions as are agreed upon by the Union and Employer as are respective to the type of work to be performed.
- B. Members of said composite crew will work on all work, regardless of jurisdiction, assigned to said crew.
- C. Said composite crew makeup will only apply as it pertains to each individual job site, and nothing herein is intended to change the recognized craft jurisdiction of the crafts involved or the recognition thereof by the Employer.

6.4. All Carpenters employed under this Agreement shall be classified in accordance with the Schedule of Wages of this Agreement. Any question relative to the classification will be settled by the Employer and the Union representative, or as hereinafter provided.

6.5. It shall not be a violation of this Agreement nor grounds for discipline, discharge, or replacement of employees for Carpenters covered hereunder to refuse to cross a lawful, primary picket line and perform work in any instance where the picket line has been authorized by the Union signatory to a current or previous Agreement with the Associated General Contractors of Missouri.

6.6. Any Employer employing Carpenters covered by this Agreement shall furnish a shed or provide an adequate, suitable place for the safety of carpentry tools and clothing, properly heated when necessary.

6.7. Ice water and individual cups for drinking purposes shall be supplied by the Employer within a reasonable time after the start of work, when the season of year justifies same.

6.8. On all jobs, where necessary and practicable, the Employer shall provide sanitary toilet facilities for employees working on the job.

6.9. The Employer shall furnish rain coats, rain hats, and rubber boots, and/or overshoes for Carpenters to wear on the job whenever the elements require same, and safety equipment when required by the job. The Employer shall furnish welding hood, goggles, and sleeves when required. When the job is completed, the Employee is responsible for the return of equipment furnished by the Employer.

6.10. When a Carpenter is employed and has his tools on the job site, they shall be insured against loss by fire by the Contractor. Tools shall be replaced by Contractor or Employer when lost by burglary (forcible entry) on the job site.



6.11. The Employer shall furnish the following: Emery wheel, mitre box, heavy hammers, or spike maul, exceeding three (3) pounds in weight or heavy steel bars exceeding twenty-four (24) inches in length, or any other tools other than those found in the ordinary Carpenter's tool chest, that are required on the job.

6.12. A. Whenever a Carpenter is working at a location where no other men are working, and if that Carpenter's safety requires that another person be within call, an additional person shall work within call.

B. The Employer in recognition of the fact that an effective accident prevention program is essential, not only to the safety and welfare of the employees but to the efficient prosecution of the work, agrees to make effective use of accident prevention information and aids available from the association and to insure that such information and educational material are made available to individual employees on the project.

6.13. When a Carpenter goes on a job to work, he must have his tools sharp and in good working order; but he shall be allowed to keep his tools sharp and in good working condition on the job and shall be paid time for same.

6.14. When the Employer requests an employee to take a welding test for the purpose of certification, cost of the testing shall be borne by the Employer.

6.15. Maintenance of forms erected by Carpenters if required during pouring of concrete shall be done by Carpenters.

## **ARTICLE VII**

### **Working Time and Overtime**

7.1. (A) The regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day.

(B) All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate. The overtime rate shall be one and one-half (1 1/2) times the regular hourly rate.

(C) The regular work day shall be either eight (8) or ten (10) hours. The Employer shall give notice the prior week as to whether the next work week shall be worked eight (8) or ten (10) hours per day. New employees covered by this Agreement who have begun work for the Employer during the middle of a work week and are scheduled to work Friday or Saturday shall work either at the normal rate of pay (if working make up days) or at the premium rate of pay as determined by the rate of pay being received by the regular crew which have been employed the entire pay period on the project.

(D) If a job can't work 40 hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make up day at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Workmen unable to work make up days shall not be terminated or otherwise penalized for not working make up days.

(E) In the event an employee works a make up day when he has worked less than 40 hours he shall work that full day provided that work is not stopped because of inclement weather or conditions beyond the control of the Employer. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew to work make up days on the project while not calling in the normal crew that had been scheduled for the project. Make up days shall not be utilized for days lost of Holidays.

7.2. A thirty (30) minute lunch break, without pay, between the third and sixth hour will be allowed each employee, and the employee will be paid time and one-half for working through his lunch period and will be allowed a short time to eat.

7.3. A WORKDAY IS TO BEGIN AT THE OPTION OF THE EMPLOYER BUT NOT LATER THAN 11:00 A.M. EXCEPT WHEN INCLEMENT WEATHER, REQUIREMENTS OF THE OWNER OR OTHER CONDITIONS BEYOND THE REASONABLE CONTROL OF THE EMPLOYER PREVENT WORK. ANY OTHER WORKING HOURS ESTABLISHED BY THE EMPLOYER CONTRARY TO NORMAL HOURS ESTABLISHED IN THIS ARTICLE, WILL REQUIRE THAT EMPLOYEE TO RECEIVE FIFTY CENTS (\$.50) PER HOUR PREMIUM. EXCEPT AS WORKED AS A MAKE-UP DAY, TIME ON SATURDAY SHALL BE WORKED AT ONE AND ONE-HALF (1 1/2 ) TIMES THE REGULAR RATE.

Work performed on Sunday shall be at two (2) times the regular rate, except as provided on shift work or as provided for below.

7.4. The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive double the regular rate of pay for such work.

7.5. The Contractor may elect to work one, two or three shifts on any work covered by this Agreement. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. The Contractor shall give twenty-four (24) hour's notice prior to any change in starting time in the work day or work shift.

A. When two shifts are worked, the shifts will consist of eight (8) hours exclusive of lunch time. When three shifts are worked on any operation, the first shift or day shift will consist of eight (8) hours exclusive of lunch time; the second or swing shift shall consist of seven and one-half (7 1/2) hours' work for eight (8) hours's pay, exclusive of lunch time; and the third or graveyard shift shall consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time worked in excess thereof shall be paid at the overtime rate. All time worked in excess of normal shifts shall be considered overtime.

B. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation.

C. No shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in unusual or emergency situations, or by agreement between the Employer and the Union.

7.6. Workmen shall report for work each working day except when the Employer has notified them not to do so. It shall be the duty of the Contractor to notify the employees if there is no work on the following day. Workmen who report for work without having been notified not to do so shall receive one (1) hours' pay. The employee must remain on the job, available for work, for the one (1) hour period to be eligible for compensation, unless otherwise directed by the Employer. If an employee starts to work he shall be paid for the actual hours worked.

7.7. The employees shall keep the Employer advised at all times of his correct address and telephone number. When the employee has no telephone, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the individual Employer at the time and place designated in a notice posted on the job. The individual Employer and the Union may mutually agree to other and additional means of notification of employees.

7.8. Show-up time hours and guaranteed hours after put to work will be regarded as hours worked for the purpose of computing the forty-hour work week.

7.9. If the Contractor requires the men to remain on the job during a stoppage of work, they must be paid continuous time.

#### **ARTICLE VIII** **Rates of Wages**

8.1. Hourly rates of wages for each classification are set forth in the attached Schedule of Wage Rates, and the rates of wages shown in that schedule shall apply to all work and to every Carpenter covered by this Agreement. If a wage predetermination issued by the State Division of Labor Standards or the U.S. Department of Labor is less than those in the Schedule of Rates, the predetermined rate shall be the starting rate for the project. On each anniversary date of this Agreement, the amount of increase provided for under this Agreement shall be added to the predetermined rate.

8.2. The Unions agree that no demand for any increase in any wage rate above that specified in the Schedule of Wage Rates will be made on the job.

8.3. Wages, in cash or collectible check, shall be paid to Carpenters weekly at the end of the shift not later than five (5) work days after the pay period, unless approval of payrolls by governmental agencies prevent such payment at that time. Check stubs shall show all overtime hours and straight time hours, total wages and itemized deductions. Failure on the part of the Employer to comply with this provision shall entitle the Carpenter to one (1) day's pay for each twenty-four (24) hours or portion thereof from the date of the required pay day provided the delay is occasioned by the willful negligence of the Employer or his agents.

8.4. (A) Rate of wages and fringe benefits, as set forth in this Agreement in effect on the date an Employer signatory to this Agreement bids on a project that are equal to the wage determinations, shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twenty-four (24) months from the bid date. On the second anniversary of the project,

if the project continues, the wages and fringes will be increased by an amount equal to the effective wage and fringe increases in the first year after the date of the original bid letting. The same procedure shall apply on the third anniversary of the date of the bid letting and on all subsequent anniversaries. This Section 4(A) shall not apply in St. Charles and Jefferson Counties.

(B) Work on projects bid under any previous AGC of Missouri agreements or addenda shall continue for a period of two (2) years at the old wage and fringe benefit rates. On the second anniversary of the project, if the project continues, the wages and fringes will be increased by an amount equal to the effective wage and fringe increases in the first year after the date of the original bid letting. The same procedure shall apply on the third anniversary of the date of the bid letting and on all subsequent anniversaries.

8.5. In the event of multiple layoffs, arrangements may be made between the Employer and the local Union for pay checks to be mailed to employees within forty-eight (48) hours. The employees shall furnish the correct mailing address to the Employer before leaving the job.

8.6. If a Carpenter quits of his own accord, he shall wait for his pay until the next regular pay day.

8.7. A Carpenter who is discharged or laid off shall be paid in full without undue delay, or the provisions of Section 8.3 of this Article will apply.

8.8. If the Employer enters into a contract which specifies a definite maximum wage in compliance with the requirements of any law, executive order, or regulation and if such wages are different from the wages specified in this Agreement, then the wages in this Agreement shall not be in effect during the effective period of such law, executive order, or regulation.

8.9. If bridge river piers or superstructure, pile dike and/or revetment jobs covered by this Agreement include work under one contract on both banks of the stream, and if the wage scales are not the same on both sides of the stream, the higher rate shall be paid on that job.

#### **ARTICLE IX Stewards**

9.1. The Union shall have the right to appoint a steward on each job and there shall be no discrimination against any Carpenter serving as steward. He shall have the right to investigate all matters covered by this Agreement.

9.2. The steward of the job shall work when there is any work being done under his classification requiring a second Carpenter. When necessary to work overtime, the steward shall be one of the men that work, if he so desires.

9.3. The steward shall not be discharged except for incompetence or cause or when the job is completed.

9.4. The steward shall not stop the Employer's work for any reason, and shall not leave the project during normal working hours for any reason other than to notify the Union of unsafe conditions, or unless authorized to do so by the Employer.

## ARTICLE X

### Grievance and Arbitration Procedure

10.1. Except as provided in Section 10.5 of this Article, and in those specific instances only, the Unions agree that during the term of this Agreement neither they nor any of them will cause, authorize, permit or take part in any strike, slowdown, sit-down, picketing, or cessation of work, and the Employers agree that during the term of this Agreement they will not suspend work or lock out their employees.

10.2. All grievances, disputes or claims (hereinafter call "grievances") except jurisdictional disputes, which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of the terms of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

Step One – The party raising the grievance is to first present it to the Union steward and then by the steward to the superintendent. If the dispute is not satisfactorily settled within one (1) working day at this level, it shall be referred to the second step.

Step Two – Any grievance not resolved at Step One shall be reduced to writing. The Employer and the Union's business representative shall meet within two (2) days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Contractor or his representative within three (3) working days thereafter.

Step Three -- Arbitration. In the event the dispute is not settled within seven (7) days at Step Two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) days after the Step Two meeting by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representative shall then seek to agree upon an impartial arbitrator. If within five (5) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; should he be unable to serve, a new panel of five (5) shall be requested from FMCS.

10.3. The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expenses of conducting the arbitration hearing including the services of the impartial arbitrator are to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

10.4. In cases where the arbitrator finds that an Employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

10.5. If either the Employer or the Union, after any dispute has been finally decided by arbitration, refuses to abide by or comply with such final decision of arbitration, then and in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event the Employer's failure to comply with such final decision, or for the Employer to lock out the employees in the event of the Union's failure to comply with such final decision.

10.6. Any complaint or grievance will be barred if not presented within seven (7) days after such complaint or grievance became known to employee. Any decision on a grievance not appealed in writing from one step of the grievance procedure to the next, within seven (7) days after a decision is announced shall be considered as having been finally settled to the mutual satisfaction of all parties concerned and not subject to further appeal.

#### **ARTICLE XI**

##### **Work Assignment and Jurisdictional Disputes**

11.1. It is the desire and intention of all parties to minimize jurisdictional and work assignment disputes. It is therefore understood and agreed that the Company will endeavor to make employee work assignments conform to established craft or bargaining unit jurisdictional lines. It is likewise understood and agreed that the various Unions will endeavor to recognize, respect and abide by the traditional jurisdictional rights of each organization and seek to avoid claims for work assignments and jurisdiction which encroach upon the jurisdiction of other organizations.

11.2. Work assignments made by the Employer shall be respected by all Unions, and the craft to which it is assigned shall continue to perform the work in question.

11.3. In the event of a jurisdictional dispute, the parties shall request the Union or Unions involved to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting, the Union shall request that its International Union assign a representative who shall make arrangements to meet the representatives of the other International Union or Unions involved and representatives of the Employer to seek settlement of the dispute. The Employer may also request the International Unions involved to assign representatives to seek settlement of the dispute.

11.4. The Union and the Employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

#### **ARTICLE XII**

##### **Subcontractors**

12.1. The Employer agrees that whenever work covered by this Agreement is to be subcontracted, it shall be subcontracted only to Employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

12.2. No such subcontractor shall be required to enter into any agreement as a condition of such subcontract, requiring or related to Union recognition, Union security or bargaining representation or which requires the adoption of or participation in any trust fund provisions.

12.3. Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or Employer or otherwise require the disruption of any existing business relationship with any other Employer or person.

12.4. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employers' business and the provisions of applicable law, and for the additional purpose of establishing lawful protections against the possible diminution of the wage scales and working conditions provided for in this collective bargaining agreement.

**ARTICLE XIII**  
**Fringe Benefits, Vacation Benefits and Industry Advancement**  
**St. Louis District Council**

(AREAS 1, 1A, 2, 2B, 5 and 7)

13.1. (A) Health and Welfare. Employers signatory to this Agreement shall pay for all work performed within the territorial jurisdiction of the St. Louis District Council of the United Brotherhood of Carpenters and Joiners of America (Areas 1, 1A, 2, 2B, 5, and 7 of this Agreement) the amount shown in Article XX for each hour worked by employees covered by this Agreement into the Carpenters' District Council of St. Louis Health and Welfare Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said health and welfare plan.

(B) Payment to the Fund set forth in Section 1 (A) above may be modified by Article XX, Section 5.

13.2. (A) Pension. Employers signatory to this Agreement shall pay for all work performed within the territorial jurisdiction of the St. Louis Carpenters' District Council the amount shown in Article XX per hour for each payroll hour worked by employees covered by this Agreement into the Carpenters' District Council of St. Louis Pension Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said pension fund.

(B) Payment to the Fund set forth in Section 2 (A) above may be modified by Article XX, Section 5.

13.3. Apprentice Training. Employers signatory to this Agreement agree to pay, in addition to wages, the amount shown in Article XX into the CARPENTERS JOINT TRAINING FUND (CJTF). All contributions shall be used for Carpenter training.

The employer shall pay INTO the CJTF FUND when Fringe Benefit Stamps are purchased BY THE E-STAMP.

The reporting, payment and administration of such contributions shall be governed by the terms of the trust agreement creating the foundation.

13.4. (A) Vacation Pay. Employers signatory to this Agreement agree to pay in addition to wages the amount shown in Article XX; for each payroll hour and an additional amount at the applicable overtime rate for each overtime hour worked by each employee covered by this Agreement within the territorial jurisdiction of the St. Louis Carpenters' District Council into the Carpenters' District Council of St. Louis Vacation and Holiday Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said vacation pay plan.

(B) Payment to the Fund set forth in Section 3 (A) above may be modified by Article XX, Section 5.

13.5. International Health/Safety and Training Funds. Employers signatory to this Agreement agree to pay, in addition to wages, the amount in Article XX per hour for each payroll hour worked by each employee covered by this Agreement into the International Health Safety and Training Funds.

Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said International Health Safety and Training Funds.

13.6. Supplemental Dues. It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

13.7. (A) Industry Advancement. Employers signatory to this Agreement shall pay for all work performed within the territorial jurisdiction of the St. Louis Carpenters' District Council covered by this Agreement ten cents (\$.10) per hour for each payroll hour into the Missouri Construction Industry Advancement Fund as set forth more specifically in Article XVI of this Agreement.

(B) Payment to the Fund set forth in Section 4 (A) above may be modified by Article XX, Section 5.

13.8. Stamp Plan. The payment of all payments due under Sections 1 through 3 above shall be accomplished through the issuance to employees of AN E-STAMP to be purchased by the Employer VIA THE E-STAMP SITE. Industry Advancement shall be reported on the recording form utilized by the stamp plan, but shall be payable by check in accordance with instructions set forth on the form.

13.9. In the event the language of the various trust documents conflict with this Agreement, the language in THE TRUST DOCUMENT shall prevail.

**ARTICLE XIV**  
**Fringe Benefits**  
**St. Louis District Council and Vicinity/SEMO Division**  
**Areas 8 & 8A**

14.1. (A) Health and Welfare. Employers signatory to this Agreement shall pay for all work performed within Area 8 and 8A the amount shown in Article XX for each payroll hour by employees covered by this Agreement into the CARPET, LINELEUM, HARDWOOD, AND RESILIENT TILE LAYERS; LOCAL UNION 1310 HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.



Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Health and Welfare Fund.

(B) Payment to the Fund set forth in Section 1 (A) above may be modified by Article XX, Section 5.

14.2. Pension. Employers signatory to this Agreement shall pay for all work performed within Areas 8 and 8A the amount shown in Article XX for each payroll hour by employees covered by this Agreement into the Carpenters' PENSION TRUST FUND OF ST. LOUIS. The employer acknowledges the Agreement and Declaration of Trust for the Carpenters' PENSION TRUST FUND OF ST. LOUIS agrees to be bound by the foregoing Agreement and Declaration of Trust ; and all actions taken by the trustees pursuant to the Trust Agreement - the reporting, payment, and administration of such contributions - shall be governed by the CAPRENTERS' PENSION TRUST FUND OF ST. LOUIS.

14.3. (A) Vacation Pay. Employers signatory to this Agreement shall pay for all work performed within Area 8 and 8A the amount shown in Article XX for each payroll hour by employees covered by this Agreement into the ST. LOUIS CARPENTERS' VACATION TRUST FUND.

(B) Payment to the Fund set forth in Section 2 (A) above may be modified by Article XX, Section 5.

14.4. (A) Apprenticeship and Journeyman Upgrading Plan and Trust Fund. Employers signatory to this Agreement performing work within the counties which comprise the ST. LOUIS MISSOURI DISTRICT COUNCIL OF CARPENTERS, SEMO DIVISION, Area 8 and 8A, agree to pay, in addition to wages, the amount shown in Article XX per hour for each payroll hours worked by each employee covered by this Agreement into the Southeast Missouri District Council of Carpenters' (SEMO DIVISION) Apprenticeship and Journeyman Upgrading Plan and Trust Fund.

Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Apprenticeship and Journeyman Upgrading Plan and Trust Fund.

(B) Payment to the Fund set forth in Section 3 (A) above may be modified by Article XX, Section 5.

14.5. International Health/Safety and Training Funds. Employers signatory to this Agreement agree to pay, in addition to wages, the amount in Article XX per hour for each payroll hour worked by each employee covered by this Agreement into the International Health Safety and Training Funds.

Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said International Health Safety and Training Funds.

14.6. Supplemental Dues Check-Off. Employers signatory to this Agreement agree to withhold two percent (2%) of the carpenter wage rate for each actual hour worked by each employee covered by this Agreement who has provided written authorization therefore to the ST. LOUIS DISTRICT COUNCIL OF CARPENTERS' (SEMO DIVISION) as a dues check-off.

When at any time the trustees of the Health and Welfare, Vacation or Apprenticeship and Journeyman Upgrading Trusts request that additional contributions are necessary in order to maintain the level of benefits in effect, the wage rates shall be reduced by the amounts requested and the amounts shall be contributed to said funds.

14.7. Market Recovery. Employers signatory to this Agreement agree to withhold twenty-five cents (\$.25) per hour worked from the hourly wage rate for each hour actually worked by each employee covered by this Agreement who has provided written authorization, therefore, to the ST. LOUIS DISTRICT COUNCIL OF CARPENTERS' (SEMO DIVISION) as a market recovery fund.

14.8. In the event the language of the various trust documents conflict with this Agreement, the language of this Agreement, THE LANGUAGE OF THE TRUST DOCUMENT shall prevail.

14.9 (A) Industry Advancement. Employers signatory to this Agreement shall pay for all work performed within the territorial jurisdiction of the ST. LOUIS DISTRICT COUNCIL OF CARPENTERS' (SEMO DIVISION) covered by this Agreement ten cents (\$.10) per hour for each payroll hour into the Missouri Construction Industry Advancement Fund as set forth more specifically in Article XVI of this Agreement.

(B) Payment to the Fund set forth in Section 4 (A) above may be modified by Article XX, Section 5.

**ARTICLE XV**  
**Fringe Benefits**  
**All Other Areas Covered by this Agreement**  
**Kansas City District Council**

15.1. (A) Health and Welfare, Areas 3, 4 and 4A. Employers signatory to this Agreement performing work within the territorial jurisdiction of the Carpenters' District Council of Kansas City (Areas 3, 4 and 4A) shall pay for all work performed within the said areas the following: the amount shown in Article XX per hour for each payroll hour worked by employees in Areas 3, 4 and 4A. These payments shall be made to the Carpenters' District Council of Kansas City and vicinity Welfare Plan. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Welfare Plan.

(B) Payment to the Fund set forth in Section 1 (A) above may be modified by Article XX, Section 5.

15.2. (A) Pension, Kansas City District Council. Employers signatory to this Agreement shall pay for all work performed within the counties comprising the territorial jurisdiction of the Carpenters' District Council of Kansas City the amount shown in Article XX per hour for each payroll hour in Areas 3, 4 and 4A into the Carpenters' District Council of Kansas City and vicinity pension plan. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Pension Plan.

(B) Payment to the Fund set forth in Section 2 (A) above may be modified by Article XX, Section 5.

15.3. (A) Apprenticeship and Journeyman Upgrading Plan and Trust Fund. Employers signatory to this Agreement performing work within the counties which comprise the Kansas City District Council of Carpenters, agree to pay, in addition to wages, the amount shown in Article XX per hour for each payroll hour worked by each employee covered by this Agreement into the Kansas City District Council of Carpenters Apprenticeship and Journeyman Upgrading Plan and Trust Fund.

Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Apprenticeship and Journeyman Upgrading Plan and Trust Fund.

(B) Payment to the Fund set forth in Section 3 (A) above may be modified by Article XX, Section 5.

15.4. International Health/Safety and Training Funds. Employers signatory to this Agreement agree to pay, in addition to wages, the amount in Article XX per hour for each payroll hour worked by each employee covered by this Agreement into the International Health Safety and Training Funds.

Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said International Health Safety and Training Funds.

15.5. Supplemental Dues Check-Off. Employers signatory to this Agreement agree to withhold three (3%) of the basic hourly journeyman carpenter wage rate for each actual hour worked by each employee covered by this Agreement who has provided written authorization therefore to the Kansas City District Council of Carpenters as a dues check-off.

15.6. In the event the language of the various trust documents conflict with this Agreement, the language of this Agreement shall prevail.

15.7. (A) Industry Advancement. Employers signatory to this Agreement shall pay for all work performed within the territorial jurisdiction of the Kansas City District Council of Carpenters covered by this Agreement ten cents (\$.10) per hour for each payroll hour into the Missouri Construction Industry Advancement Fund as set forth more specifically in Article XVI of this Agreement.

(B) Payment to the Fund set forth in Section 4 (A) above may be modified by Article XX, Section 5.

#### **ARTICLE XVI**

##### **Missouri Construction Industry Advancement Fund**

16.1. Employers signatory to this Agreement shall pay for all work performed under this Agreement TEN CENTS (\$.10) per hour for each payroll hour by employees covered under this Agreement into the Missouri Construction Industry Advancement Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Industry Advancement Fund.

16.2. Details of reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Fund, except as otherwise set forth in this Agreement. All trustees of said Trust shall be members of the Association appointed by the Board of Directors, and any disbursements therefrom shall be at the direction of the trustees, and at their direction only. The said Trust Agreement specifically provides that no funds shall be disbursed therefrom for the purposes of lobbying

in support of anti-labor legislation and/or to subsidize Contractors by the payment of moneys to them or on their behalf in connection with work stoppages or strikes against such Contractors, or be used to defray expenses arising from any labor dispute or controversy.

16.3. Payment to the Fund set forth in Section 1 above may be modified by Article XX, Section 5.

16.4. In the event the language of the trust documents conflict with the language of this Agreement, the language of this Agreement shall prevail.

#### **ARTICLE XVII** **Equal Employment Opportunity**

17.1. The Employers agree that they will not unlawfully discriminate against any employee or applicant for employment because of his or her age, sex, race, creed, religion, color, national origin, being handicapped, or being a Vietnam era or a disabled veteran. The Employer will take affirmative action to insure that applicants are employed, and that Employees are treated during employment without regard to their race, creed, color, sex, national origin or age. Such action shall include, but shall not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or other forms of compensation; and selection for training.

17.2. The Union agrees that it will not discriminate against any applicant for employment or referral because of race, creed, sex, national origin, age or being a Vietnam era or disabled veteran or qualified persons with disabilities. The Union further agrees to refer applicants for employment without discrimination as to race, creed, color, sex, national origin, age or being a Vietnam era or a disabled veteran and refer them without discrimination because of race, creed, color, sex, national origin, age or being a Vietnam era or disabled veteran as their turn comes up on the hiring list, or as otherwise specified by the collective bargaining agreement, if their qualifications meet those required by the Employer.

17.3. The Employer and the Union agree to comply with all the provisions of Title VII of the Civil Rights Act of 1964 (Public Law 88-352), the rules, regulations and relevant orders of the Equal Employment Opportunity Commission established thereunder and Executive Order 11246.

#### **ARTICLE XVIII** **Substance Abuse Testing and Assistance Program**

18.1. The parties agree to be bound by the terms of the Associated General Contractors of Missouri Substance Abuse Testing and Assistance Program attached hereto and marked Exhibit "A".

The Carpenters' District Councils of Missouri reserves the right to renegotiate the terms of this Article in the event that any provisions contained herein are contrary to the policy set forth by the United Brotherhood of Carpenters & Joiners of America.

**ARTICLE XIX**  
**Effective Dates**

19.1. The provisions and rates of this Agreement shall be effective on May 1, 2002 and will remain in force and effect until April 30, 2002, and thereafter from year to year unless written notice is sent by registered mail, given by one of the parties hereto, to the other party hereto, sixty (60) days in advance of May 1, 2006, of any succeeding year if said parties desire to amend or abrogate this Agreement. If either party gives notice of its desire to terminate this Agreement in the manner herein set out sixty (60) days prior to May 1, 2006, all obligations under this Agreement shall cease on May 1, 2006. If said Agreement is extended beyond May 1, 2002, it may be terminated on May 1, of any succeeding year in the same manner.

19.2. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation, or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto. Wherever this Agreement is in conflict with the customs, working rules, or wage scales of any of the locals of the International Union itself, then this Agreement shall supersede all such portions of said customs, working rules, or wage scales which are in conflict with this Agreement.

19.3. In the event that any Article or Section of this contract is specifically held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into collective bargaining negotiations no later than two (2) work weeks following the date of such invalidity on the request of either party for the purpose of arriving at the mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

**ARTICLE XX**  
**Classification, Schedule of Fringe Benefits, Wages and Areas**

20.1. The following rates of wages are made a part of this agreement to which it is attached and are based on hours of work per day and per week as set forth in Article VII of this Agreement.

In order to properly meet the prevailing economic conditions in various sections of the State of Missouri, the following areas of the state are hereby established and rates of wages are provided in this schedule for each area.

- AREA 1: Jefferson and St. Charles Counties
- AREA 1A: Franklin County
- AREA 2: Warren County
- AREA 2A: Lincoln County
- AREA 2B: Pike, St. Francois and Washington Counties
- AREA 5: Crawford, Dent, Gasconade, Iron, Madison, Maries, Montgomery, Phelps, Pulaski, Reynolds, Shannon and Texas Counties
- AREA 7: Audrain (East of Hwy. 19), Clark, Lewis, Marion, Ralls and Scotland Counties

Fringe Benefits:

May 1, 2002

AREAS 1, 1A, 2, 2A, 2B	\$3.70	Health/Welfare
5, 7	2.70	Pension
	.02	IHSTF
	.14	Apprenticeship
	<u>.10</u>	MCIAF
	\$6.66	

Wages:

May 1, 2002

AREA 1	\$28.44	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 1A	\$25.93	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 2	\$25.93	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 2A	\$25.54	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 2B	\$24.59	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 5	\$23.88	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)
AREA 7	\$24.03	(Wage Rate includes \$1.00 per hour vacation stamp and \$.57 per hour supplemental dues.)

**FOR AREAS 1, 1A, 2, 2A, 2B, 5, 7:**

**Effective May 1, 2003:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2004:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2005:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

AREA 3:	Buchanan, Clinton, Johnson and Lafayette Counties
AREA 4:	Atchison, Andrew, Bates, Caldwell, Carroll, Daviess, DeKalb, Gentry, Grundy, Harrison, Henry, Holt, Livingston, Mercer, Nodaway, St. Clair, Saline and Worth Counties
AREA 4A:	Barry, Barton, Camden, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Polk, Stone, Taney, Vernon, Webster and Wright Counties
AREA 6:	Audrain (West of Hwy. 19), Boone, Cooper and Howard Counties
AREA 6A:	Benton, Morgan and Pettis Counties
AREA 7A:	Callaway, Cole, Miller, Moniteau and Osage Counties
AREA 7B:	Adair, Knox, Putnam, Schuyler and Sullivan Counties
AREA 7C:	Chariton, Linn, Macon, Monroe, Randolph and Shelby Counties

Fringe Benefits:

May 1, 2002

AREAS 3, 4, 4A	\$3.55	Health/Welfare
	3.05	Pension
	.02	IHSTF
	.12	Apprenticeship
	<u>.10</u>	MCIAF
	\$6.84	
AREAS 6, 7A, 7B, 7C	\$3.35	Health/Welfare
	3.50	Pension
	.02	IHSTF
	.12	Apprenticeship
	<u>.10</u>	MCIAF
	\$7.09	

AREA 6A	\$3.35	Health/Welfare
	3.50	Pension
	.02	IHSTF
	.12	Apprenticeship
	<u>.10</u>	MCIAF
	\$7.09	

Wages: May 1, 2002

AREA 3	\$23.18	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 70 cents.)
AREA 4	\$22.53	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 68 cents.)
AREA 4A	\$22.18	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 67 cents.)
AREA 6	\$23.63	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 71 cents.)
AREA 6A	\$22.33	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 67 cents.)
AREA 7A	\$23.63	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 71 cents.)
AREA 7B	\$23.63	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 71 cents.)
AREA 7C	\$23.63	(Supplemental dues are 3% deducted from the basic hourly Wage Rate, 71 cents.)

**FOR AREAS 3, 4, 4A, 6, 6A, 7A, 7B, 7C:**

**Effective May 1, 2003:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2004:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2005:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

AREA 8:	Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Perry, Ste. Genevieve, Scott, Stoddard and Wayne Counties
AREA 8A:	Carter, Howell, Oregon and Ripley Counties

Fringe Benefits:

May 1, 2002

\$3.00	Health/Welfare
2.70	Pension
.42	Apprenticeship
.06	IHSTF
<u>.10</u>	MCIAF
\$6.28	

Wages: May 1, 2002

AREA 8	\$24.31	(Wages include \$1.00 vacation and (2%) Supplemental Dues.)
AREA 8A	\$23.39	(Wages include \$1.00 vacation and (2%) Supplemental Dues.)

**FOR AREAS 8 AND 8A:**

**Effective May 1, 2003:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2004:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

**Effective May 1, 2005:** One dollar TWENTY-FIVE CENTS (\$1.25) per hour increase in wages or fringes to be determined by the Union.

20.2. When two or more carpenters are employed on a project, the carpenter designated by the Employer to lay out and/or direct the work shall receive one dollar (\$1.00) per hour above the journeyman rate. General foremen may be employed at the sole discretion of the Employer, and if so employed, shall receive one dollar fifty cents (\$1.50) above the journeyman rate.

20.3. When at any time the trustees of the health and welfare, or pension plans request that additional contributions are necessary in order to maintain the level of benefits in effect on May 1, 2002, the wage rates shall be reduced by the amounts requested and the amounts shall be contributed to said funds, fringe benefits contributions shall be kept current on all projects in each individual area.

Shift pay differential: graveyard shift, fifty cents (50¢) per hour, above regular rates.

Carpenters handling the piling and timber treated with creosote or other preservatives injurious to the skin shall receive twenty-five cents (25¢) per hour above the regular journeyman rate classification.

#### APPRENTICE/TRAINEE RATES OF PAY

20.4. APPRENTICESHIP WAGE RATES AND CONDITIONS OF EMPLOYMENT SHALL BE GOVERNED BY THE APPRENTICESHIP TRAINING STANDARDS THAT HAVE BEEN APPROVED BY THE BUREAU OF APPRENTICESHIP TRAINING FOR THE AREA IN WHICH THE WORK IS BEING PERFORMED.

THE EMPLOYER SHALL BE INFORMED OF ANY CHANGES IN THE RATE OF PAY FOR THE APPRENTICE.

FRINGE BENEFIT RATES SHALL BE THE TOTAL OF THE FRINGE BENEFITS THAT APPLY IN THE AREA OF EMPLOYMENT AS MODIFIED BY ARTICLE XX, SECTION 5.

Wage rates shall be a percentage of the journeyman wage rate that applies in the area.

20.5. (A) Anything in this Agreement to the contrary notwithstanding, or predetermined rate projects not less than thirty (30) days prior to the completion of the project the Employer agrees to pay the then current rate of wages and fringe benefits. The current fringe benefits will be paid throughout all such projects. Any required fringe benefit contributions shall be deducted from the predetermined rate total and paid to the respective funds with the balance going to the employee. Health and welfare increases, as called for in the Agreement, will be paid as described in Article XIII, Article XIV and Article XV and shall not be considered a part of this Section.

(B) In the event that the predetermined rate is less than that set forth in Article XX, the Union may direct in writing as to what funds contributions are to be made by the Employer.

20.6. Private Work. On private construction projects, those where a predetermined rate is not required, the wage rate shall be the residential rate for the area. In those areas where there is no residential rate the private work rate shall be five dollars (\$5.00) below the applicable rate indicated in Article XX.



20.7. In areas where open shop work is predominant or non-union contractors are known to be bidding a project, at the request of either party the Union agrees to hold a pre-bid conference prior to bidding for the purpose of considering wages and working conditions, it being understood that all signatory Contractors will be treated on an equal basis.

IN WITNESS WHEREOF, the parties hereto have set their hands this 13<sup>th</sup> day of June, 2002.

THE ASSOCIATED GENERAL  
CONTRACTORS OF MISSOURI  
(Collective Bargaining Representative)

By: [Signature]

UNITED BROTHERHOOD OF CARPENTERS AND  
AND JOINERS

By: [Signature]  
Kansas City District Council

By: [Signature]  
St. Louis District Council

## **EXHIBIT A**

### **Associated General Contractors of Missouri Substance Abuse Testing and Assistance Program**

This substance abuse policy and program has been adopted and implemented pursuant to negotiations between the Associated General Contractors of Missouri (Association), and the United Brotherhood and Carpenters and Joiners and its Affiliated Local Unions in the State of Missouri (Union). The term "Contractor" or "Company" when used herein refers to construction industry contractors who are signatory to the collective bargaining agreement negotiated between the Association and the Union. Should any dispute arise with respect to the application or implementation of this policy and program between workers employed pursuant to said labor agreements, such disputes shall be submitted to the grievance and arbitration provisions of said collective bargaining agreement.

#### **A.1. Purposes.**

- A. To establish and maintain a safe, healthy working environment for all employees;
- B. to ensure the reputation of the Contractors, their products and services, and their employees within the community and industry at large;
- C. to reduce substance abuse-related accidental injuries to persons or property;
- D. to reduce substance abuse-related absenteeism and tardiness, and improve productivity;
- E. to provide rehabilitation assistance for employees who seek help; and
- F. to comply with any law or regulation requiring such programs.

#### **A.2. Policy Statement.**

The use, sale, purchase, possession, transfer, manufacture, or being under the influence of alcohol, illegal drugs or any controlled substance (hereinafter "alcohol and drugs"), other than the proper use of lawfully prescribed medication, on Company time, including break time and lunch time, or while on the Company's premises or worksites, is strictly prohibited.

#### **A.3. Testing.**

In order to combat problems associated with substance abuse and to assist in the enforcement of this policy, a Contractor may require employees and applicants to undergo a drug and alcohol test in the following circumstances:

A. Preemployment Tests. Prior to employment, a Contractor may require an applicant or referral to undergo a drug and alcohol test. Also, a Contractor may require a new employee to undergo such a test within seven (7) calendar days of conditional initial employment.

B. Cause Testing. A Contractor may require testing for drugs or alcohol where there is cause to believe that: (1) the employee has reported for work or is working under the influence of alcohol or drugs; (2) the employee has possessed alcohol or drugs or related paraphernalia in violation of the policy; (3) the employee has caused a work-related accident; (4) the employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or (5) the employee has engaged in conduct, actions, or inactions where it appears based upon observation that the mental or physical capacities of the

employee have been impaired.

C. Promotion. A Contractor may require testing for drugs or alcohol of employees before, or following, a conditional offer of promotion.

D. Government Required Physical Examinations and Testing. A Contractor may conduct any physical examination or testing for drugs or alcohol required by law.

E. Treatment or Rehabilitation Program. A Contractor may require random testing of any employee in connection with a drug or alcohol counseling or rehabilitation program, including testing for a period of up to one year following completion of a treatment or rehabilitation program.

F. Testing. Prior to the test, the applicant or employee must sign a consent and release form authorizing and agreeing to the test. The drug test will consist of a urinalysis drug screen and, if a drug screen is positive, a follow-up confirmatory test. The test for alcohol may be a breath and/or blood sample test as prescribed by the Association administrator.

G. Re-test. Within three working days of notification of a positive test result, an employee may request that the laboratory re-test the original sample at his expense. If the re-test is negative, the Contractor shall reimburse the employee for the cost of the re-test.

H. Administration. The Association's designated program administrator (the "Association administrator") shall select following consultation with the program administrator designated by the Union (the "Union administrator") a qualified testing laboratory to conduct all tests appropriate and required by this program. All tests, except the re-test, shall be at the employer's expense.

#### A.4. Penalties.

A. Refusal to consent to any drug or alcohol test contemplated by this policy will be grounds for immediate discharge or, in the case of applicants or conditional employees, will result in withdrawal of the offer of employment.

B. When an incident occurs or cause arises for testing under A.3, paragraph B above, the employee may be suspended for the period of testing and further investigation, with or without pay, depending on the nature and seriousness of the incident or actions.

C. Upon completion of testing and investigation further action may be taken. If the test results are positive, the employee may be terminated depending upon the employee's work history, employment record, or the nature and seriousness of his actions and conduct.

D. If the employee is reinstated to work on the first violation of this policy, or first confirmed positive drug or alcohol test result under this policy, the employee, other than an applicant, will be referred to a drug or alcohol counseling or treatment program deemed appropriate by a qualified consultant. Continued employment is contingent upon acceptance of the referral and successful completion of the program.

E. Where continuation of employment during the treatment program would constitute, in the judgment of the counselor or agency, a significant safety risk, the counselor or agency shall so advise the Association and Union administrator and the employee will be suspended without pay pending completion of the program.

F. Any subsequent violation of the policy or confirmed positive alcohol or drug test result will result in discharge.

G. The foregoing is not intended to limit the Contractor's inherent and traditional management rights.

#### A.5. Counseling or Treatment.

A. The Association's administrator, on behalf of its contractor members, shall develop and maintain a list of appropriate alcohol and drug abuse treatment centers, counseling centers and/or medical assistance centers, which list shall be with and circulated to the Union administrator.

B. Such agencies, persons, centers, or programs shall constitute the "qualified consultant" referred to herein. The following of the recommendations, advice and counseling and any prescribed treatment by the employee shall constitute the "drug or alcohol counseling or treatment program" referred to herein.

C. A portion of the expenses the employee incurs in consultations and treatment under this program shall be borne by the applicable fringe benefit fund referred to in labor agreement pursuant to and to the extent provided in schedules, terms and requirements as the trustees of said fund may from time to time adopt. The trustees of said fund shall prepare and have available schedules of benefits or reimbursements available to employees participating in such programs.

D. Upon the successful completion of a counseling or treatment program, the counselor or agency shall so certify in writing to the employing contractors, the Union or to the Association, as the Association and Union administrators shall direct.

E. If an employee participating in the treatment program prescribed does not comply with the recommendations, advice or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the Association and Union administrator. The foregoing section shall not apply to an employee who voluntarily seeks assistance pursuant to Section A.6 "Rehabilitation."

#### A.6. Rehabilitation.

Any employee who feels that he or she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be handled in strict confidence through the Association or Union administrators.

#### A.7. Miscellaneous Provisions.

A. The federal government requires certain government contractors to establish and maintain written drug awareness programs with certain minimum provisions. In the event that a contractor becomes obligated to comply with such a program, the contractor may do so pursuant to the terms hereof.

B. The Association and Union administrators shall prepare an appropriate notice to employees concerning the existence of this program, the treatment and counseling available as well as the penalties described above and shall use their offices to see that all employees employed under said collective bargaining agreement are informed concerning the existence of these provisions.

C. Neither the Association nor the Union, nor their administrators, shall be liable for any activities or conduct engaged in pursuant to this program.